

MEMORANDUM OF UNDERSTANDING

This Agreement, made in duplicate as of the 19th day of April, 2021

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE
(HEREINAFTER REFERRED TO AS "RCMP")

AND

THE NATIONAL CAPITAL COMMISSION
(HEREINAFTER REFERRED TO AS "NCC")

Collectively referred to as the "Participants"

NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:

1. DEFINITIONS

In this Memorandum of Understanding the following terms, in singular or plural form according to the context, are defined as follows:

"Agreement": Memorandum of Understanding;

"Appointee": A conservation officer appointed supernumerary special constable under paragraph 4.1.1 and designated as a peace officer under paragraph 4.1.2;

"Appointment": The act of appointing a person supernumerary special constable under paragraph 4.1.1, including a reappointment;

"Commanding Officer": The Commanding Officer of the RCMP National Division;

"Commissioner": Commissioner of the RCMP;

"Conservation officer": A person employed by the NCC as a conservation officer;

"Contravention": A contravention pursuant to the *Contraventions Regulations* under the *Contraventions Act*, S.C. 1992, c. 47;

"Designation": The act of designating a person as a peace officer under paragraph 4.1.2, including the renewal of a designation;

"Director": The Director from the NCC, responsible for the team of conservation officers;

"NLET": The RCMP's National Law Enforcement Training Unit;

"Offence": An offence pursuant to the Regulations;

"Regulations": *The Leamy Lake Navigation Channel Regulations*, the *National Capital Commission Animal Regulations* as well as the parts of the *National Capital Commission Traffic and Property Regulations* described in paragraph 2.9.

"Road vehicle": A road vehicle as defined in the *Quebec Highway Safety Code* or a motor vehicle as defined in the *Ontario Highway Traffic Act*.

2. PURPOSE AND SCOPE

- 2.1 This Memorandum of Understanding supersedes the Memorandum of Understanding dated November 22, 2004, between the RCMP and the NCC regarding the appointment of NCC conservation officers as supernumerary special constables and their designation as peace officers to ensure compliance with the *Leamy Lake Navigation Channel Regulations*, the *National Capital Commission Animal Regulations* and certain provisions of the *National Capital Commission Traffic and Property Regulations*.
- 2.2 This is a temporary Agreement until a long-term solution is implemented.
- 2.3 The NCC has requested that the Commissioner appoint NCC conservation officers as supernumerary special constables and designate them as peace officers for the purpose of ensuring compliance of the *Regulations* on NCC property.
- 2.4 The Commissioner considers it necessary to appoint NCC conservation officers as supernumerary special constables and designate them as peace officers for the purpose of ensuring compliance of the *Regulations* on NCC property.
- 2.5 The Commissioner may, under subsection 9.6(1) of the *Royal Canadian Mounted Police Act*, appoint, for periods of not more than 12 months, special constables supernumerary to the strength of the Force.
- 2.6 The Commissioner may, under subsection 11.1(2) of the *Royal Canadian Mounted Police Act*, designate any supernumerary special constable appointed under subsection 9.6(1) as a peace officer.
- 2.7 The Commissioner, under subsection 5(2) of the *Royal Canadian Mounted Police Act*, delegated its power to designate any supernumerary special constable as a peace officer to the Commanding Officer of National Division.
- 2.8 The Commissioner, under subsection 5(2) of the *Royal Canadian Mounted Police Act*, delegated its power to revoke supernumerary special constable appointments and peace officer designations to the Commanding Officer of National Division.

- 2.9 Any conservation officer appointed supernumerary special constable and designated as a peace officer is authorized to ensure compliance with the *Leamy Lake Navigation Channel Regulations*, the *National Capital Commission Animal Regulations* and with subsection 4(2) and sections 6 (exclusively for parking related offences), 7, 9, 10, 13, 14, and 16 to 21 of Part I and all sections of Part II of the *National Capital Commission Traffic and Property Regulations*.
- 2.10 Any other authority or power granted, other than those set out in paragraph 2.9, following the supernumerary special constable appointment and peace officer designation is not covered by this Agreement.

3. GENERAL

3.1 NCC

- 3.1.1 The NCC is considered the employer of appointees for all matters arising from this Agreement.
- 3.1.2 The NCC is solely responsible for assigning tasks and supervising appointees.
- 3.1.3 The NCC is solely responsible for any costs incurred by appointees in the performance of their duties.
- 3.1.4 The NCC must provide every appointee with the equipment necessary to perform their duties.
- 3.1.5 For recordkeeping and statistical purposes, the NCC will provide on a monthly basis, the office of the RCMP's National Division Protective Policing Operations with an activity report that provides a summary of all the activities carried out by appointees in the performance of their duties as supernumerary special constables and peace officers pursuant to this Agreement.

4. DESIGNATION AND REVOCATION

4.1 RCMP

- 4.1.1 The Commanding Officer may appoint as supernumerary special constables the conservation officers recommended by the Director under paragraph 4.2.4 of this Memorandum of Understanding for a period of not more than 12 months.
- 4.1.2 The Commanding Officer may designate as peace officers the conservation officers appointed under paragraph 4.1.1 of this Memorandum of Understanding to ensure compliance with the *Leamy Lake Navigation Channel Regulations*, the *National Capital Commission Animal Regulations* and with subsection 4(2) and sections 6 (exclusively for parking related offences), 7, 9, 10, 13, 14, and 16 to 21 of Part I and all sections of Part II of the *National Capital Commission Traffic and Property Regulations*.

- 4.1.3 The Commanding Officer may refuse to appoint and designate a conservation officer when the RCMP is not satisfied with the result of the secret level security clearance and the criminal record check for the conservation officer.
- 4.1.4 When in receipt of a recommendation from the Director under paragraph 4.2.4 of this Agreement, the Commanding Officer may renew the appointments and designations listed in the recommendation for a maximum allowable period.
- 4.1.5 The Commanding Officer may, at any time, revoke the appointment and designation of an appointee.
- 4.1.6 When an appointee ceases to be a NCC conservation officer, the Commanding Officer must be informed by the NCC Director so that the appointment and designation of the appointee can be revoked.
- 4.1.7 When the Commanding Officer revokes the appointment and designation of an appointee, he must notify the NCC of the revocation, in writing, as soon as possible after it occurs.
- 4.1.8 When an appointee is charged with having committed a *Criminal Code* offence, the Commanding Officer may revoke the appointment and designation of the appointee.
- 4.1.9 The RCMP will issue a photo identification card to each appointee.

4.2 NCC

- 4.2.1 Before recommending that a conservation officer be appointed supernumerary special constable and designated as a peace officer, the Director must ensure that the conservation officer has either a degree in conservation and environmental law enforcement, a diploma in police studies or an academic or professional equivalent.
- 4.2.2 The Director must ensure that all conservation officers hired after 2018 have undergone a psychological screening, as per current NCC practice, prior to recommending that the conservation officer be appointed supernumerary special constable and designated as a peace officer.
- 4.2.3 The participants agree that conservation officers hired prior to 2018 are exempt from undergoing a psychological screening.
- 4.2.4 The Director must provide the Commanding Officer, in writing, with the name, date of birth, address and driver's licence number of the conservation officers that the Director is recommending for appointment and designation.
- 4.2.5 The Director must provide proof of a criminal record check as well as a secret level security clearance for each person who has been recommended for appointment and designation.

- 4.2.6 The NCC shall relieve of his or her duties any appointee who does not maintain a criminal record status and secret level security clearance that is satisfactory to the Commanding Officer.
- 4.2.7 When the Director wants the appointment and designation of an appointee to be renewed upon the expiry of the term of the appointment and designation, the Director must recommend to the Commanding Officer, in writing, two months before the end of the appointment and designation, that the appointment and designation be renewed.
- 4.2.8 At least three weeks prior to the initial issue or reissuing of the RCMP identification cards, the NCC's Chief of Corporate Security will provide Protective and Criminal Operations National Division with a completed and signed form 330-23 for each appointee in order to have Law Enforcement Records Checks completed.
- 4.2.9 Should adverse information be identified during the Law Enforcement Records Check, the RCMP's Departmental Security Officer can contact the NCC's Chief Security Officer to disclose the results.
- 4.2.10 An appointee that has adverse results from a Law Enforcement Records Check will have their appointment and designation revoked.
- 4.2.11 The NCC must ensure that every appointee uses the powers conferred on them by their appointment and designation only to ensure compliance with the *Regulations*.
- 4.2.12 When an appointee ceases to be a conservation officer, the Director must inform the Commanding Officer, in writing, that the appointee is no longer a conservation officer and must indicate the date on which the appointee ceased to be a conservation officer.
- 4.2.13 When an appointee is charged with having committed a *Criminal Code* offence, the Director must without delay notify the Commanding Officer of the laying of charges.
- 4.2.14 The Director must return to the RCMP the identification card of any appointee who ceases to be a conservation officer for the NCC.
- 4.2.15 The Director must return to the RCMP the identification card of any appointee whose appointment and designation have been revoked.

5. TRAINING

5.1 RCMP

- 5.1.1 The RCMP will ensure that each appointee receives the appropriate training approved by National Law Enforcement Training (NLET) Unit. This training must include, but is not limited to the following:
 - a) Contact between a peace officer and an offender
 - b) Use of force

- c) *Canadian Charter of Rights and Freedoms*
- d) Obligations of a peace officer

- 5.1.2 NLET is responsible for providing the appointee with initial training.
- 5.1.3 Necessary recertification can be provided by NLET or by a third-party approved by NLET.
- 5.1.4 An agreement between NLET and the NCC will be signed for each required training session. This agreement will include the recovery of costs, if applicable.
- 5.1.1 The RCMP requires that each appointee having access to NCC firearms has completed training provided by an authorized third party, approved by NLET or by the RCMP National Division, for the safe handling and use of a rifle and shotgun to manage and control animals.
- 5.1.2 The RCMP shall review any training syllabus provided by the NCC, for the training required in section 5.1.5, and reserves the right to make changes prior to approving it.

5.2 NCC

- 5.2.1 The Director must ensure that each appointee is up to date with the training required under this Agreement.
- 5.2.2 The Director must ensure that each appointee having access to NCC firearms has successfully completed the Canadian Firearms Safety Course and has a valid firearms Possession and Acquisition Licence.
- 5.2.3 The Director must send a copy of any training syllabus between NLET and the NCC for approval by the Commanding Officer of National Division before the training is delivered.
- 5.2.4 The Director must ensure that each appointee has successfully completed the training provided by NLET.
- 5.2.5 The NCC will consult with a third party accredited in firearms training to develop and deliver the training required in section 5.1.5 to each appointee having access to NCC rifles and shotguns.
- 5.2.6 The Director must send a copy of any training syllabus between a third party and the NCC for approval by the Commanding Officer before the training is delivered.
- 5.2.7 The NCC is responsible for covering training costs incurred.

6. DUTY OF THE APPOINTEE

- 6.1 Each appointee must be guided in the performance of his or her duties, through the training described in paragraph 5.1.1 of this Agreement, with respect to the following:
- a) the investigation of an offence
 - b) the procedure for arrests, searches, seizures and handling of evidence
 - c) the principle of necessary use of force
 - d) the duties of an appointee during judicial proceedings
 - e) the use and manner of completing the forms outlined in paragraph 6.2 that appointees are required to use under this Agreement
 - f) any matter not set out in paragraph 5.1.1 that arises out of the performance of duties
 - g) the evidence obtained as a result of the investigation of an offence must be stored on the premises of the NCC in accordance with NCC policies and procedures.
- 6.2 According to the circumstances, an appointee will use the following documents to inform an offender of an alleged offence:
- a) Appearance Notice
 - b) Summons to Defendant
 - c) Certificate of Offence - Form 1 (Ontario)
 - d) Statement of Offence (Québec)
 - e) General Offence Report (Québec)
 - f) Certificate of Parking Infraction – Form 11 (Ontario)
 - g) the forms that must be used for contraventions under the *Contraventions Act* and the Regulations under this Act.
- 6.3 When an appointee serves a form referred to in paragraph 6.2 to a person who is charged with having committed an offence, the appointee must send a copy of the form to the appropriate administration service for processing within the prescribed timeframe.
- 6.3.1 Québec : Bureau des infractions et amendes
- 6.3.2 Ontario : Provincial Offences Court Office
- 6.4 When an appointee engages in the use of force, the appointee must provide an incident report to the Commanding Officer of National Division within 48 hours of the incident.
- 6.5 The carrying of a restricted or prohibited weapon, with the exception of those permitted under paragraph 6.6, by an appointee in the performance of his or her duties is prohibited.
- 6.6 The only weapons an appointee may carry, in accordance with the principle of necessary use of force, in the performance of his or her duties are oleoresin capsicum (OC) spray (pepper spray) and the defensive baton after successfully completing the required training and/or recertification.

- 6.7 An appointee having completed the firearms training referred to in paragraph 5.1.5 may, in the performance of his or her duties, use a shotgun or a rifle solely for the purpose of managing and controlling animals.
- 6.8 An appointee having access to NCC firearms must have successfully completed the Canadian Firearms Safety Course and have a valid firearms Possession and Acquisition Licence.
- 6.9 An appointee must successfully complete the training provided by NLET.
- 6.10 An appointee having access to NCC firearms must successfully complete the firearms training referred to in paragraph 5.1.5.
- 6.11 An appointee must not at any time, under the powers granted by this Agreement, stop a moving road vehicle or intercept a vessel.
- 6.12 An appointee must not at any time violate any legislation governing the operation of a road vehicle in the performance of his or her duties.

7. FINANCIAL ARRANGEMENTS

- 7.1 All expenses incurred by an appointee in the performance of their duties to enforce the *Regulations* are the responsibility of the NCC, which will also provide the equipment necessary for them to perform their duties.

8. TERM

- 8.1 This Agreement will commence upon execution by the Participants and will expire on June 1st, 2022. Six months prior to the termination of this Agreement, at the request of the NCC, the participants may revisit the Agreement for a possible extension.

9. DEPARTMENTAL REPRESENTATIVES

- 9.1 The following officials are designated as the departmental representatives for purposes of this Agreement and any notices required under this Agreement will be delivered as follows:

For the RCMP:	For the NCC:
Chief Superintendent Bruce Kirkpatrick Officer-In-Charge Protective Operations, National Division 155 McArthur Avenue, Ottawa, ON 613-993-6056	Ivana Copelli Director, Strategic Planning, Branch Administration and Protection Services 40 Elgin Street, Ottawa, ON 613-239-5678, ext. 5135

9.2 The Participants agree, for the purposes hereof, to notify the other participant in writing of any change in the title or designation of any of the persons referred to herein and that such notice of change shall then be treated as a change to the relevant terms and conditions of this Agreement.

10. LIABILITY

10.1 Each Participant will be responsible for any damages caused by the conduct of its employees in carrying out the terms of this Agreement.

11. COMPLAINTS

11.1 When a member of the public or the Chair of the Civilian Review and Complaints Commission for the RCMP makes a complaint concerning the conduct of an appointee in the performance of his or her duties, Part VII of the *Royal Canadian Mounted Police Act* applies to the complaint.

12. NEWS RELEASE

12.1 A participant that issues a news release regarding an issue arising under this Agreement will provide the other participant with a copy 48 hours in advance.

13. DISPUTE RESOLUTION

13.1 In the event of a dispute arising from the interpretation or operation of this Agreement, it will be referred to the Departmental representatives set out above, who will use their best efforts to resolve the matter amicably.

14. MONITORING

14.1 Upon termination of this Agreement, each Participant will meet to audit, evaluate and review its effectiveness.

15. TERMINATION

15.1 This Agreement may be terminated by either Participant upon ninety (90) days written notice.

16. INDEMNIFICATION

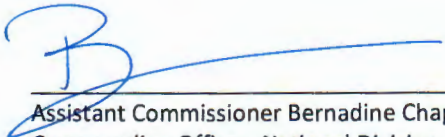
16.1 The NCC agrees to indemnify and hold harmless the RCMP against any claim, action for damages, costs, expenses and claims with respect to death, personal injury or damage to or loss of property, whatever the cause, resulting from the actions of a NCC employee appointed supernumerary special constable and designated as a peace officer in accordance with this Agreement.

17. AMENDMENT TO THE AGREEMENT

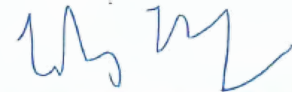
17.1 This Agreement may only be amended by the written consent of the Participants.

Signed by the authorized officers of the Participants:

For the RCMP:


Assistant Commissioner Bernadine Chapman
Commanding Officer, National Division

For the NCC:


Tobi Nussbaum
Chief Executive Officer

Date: May 20 / 2021

Date: May 27, 2021